

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
Case No. 5:15-CV-00451-BO

J. DUANE GILLIAM, Guardian of the Estate
of Leon Brown, RAYMOND C. TARLTON,
Guardian Ad Litem for HENRY LEE
MCCOLLUM, and KIMBERLY
PINCHBECK, as Limited Guardian and
Conservator of the Estate of Henry Lee
McCollum,

Plaintiffs,

v.

ROBESON COUNTY, TOWN OF RED SPRINGS,
KENNETH SEALEY, both Individually and in his
Official Capacity as the Sheriff of Robeson County,
LARRY FLOYD, LEROY ALLEN, PAUL CANADAY,
Administrator C.T.A. of the Estate of Luther Haggins,
ROBERT PRICE, Administrator C.T.A. of the Estate of
Joel Garth Locklear, Sr., CHARLOTTE NOEL FOX,
Administrator of the Estate of Kenneth Snead,

Defendants.

**CONSENT ORDER
APPROVING SETTLEMENT
WITH STATE OF NORTH
CAROLINA**

Pursuant to Local Rule 17.1, Plaintiffs Henry Lee McCollum and Leon Brown, through their guardians and undersigned counsel, and with the consent of the potential defendant the State of North Carolina and Defendants Leroy Allen and Charlotte Fox as Administrator of the Estate of Kenneth Snead, through their counsel, moved this Court for an Order of Approval of a settlement reached between the respective parties.

NOW, upon the consent motion of Plaintiffs, the Court finds as follows:

1. That Leon Brown was adjudicated incompetent by the Cumberland County Superior Court, State of North Carolina, on September 1, 2015 and subsequently assigned J. Duane Gilliam as guardian of his estate.
2. That Raymond Tarlton was appointed as guardian ad litem for Henry Lee McCollum on May 10, 2017. DE 204. The Court added as a party Kimberly Pinchbeck, as limited guardian and conservator of the estate of Henry Lee McCollum, on April 26, 2018. [DE 283].
3. That Plaintiffs are represented and are properly before this Court.
4. That Defendants Leroy Allen and Charlotte Fox as Administrator for the Estate of Kenneth Snead are represented and are properly before this Court.
5. That potential defendant the State of North Carolina and/or its agencies, including the State Bureau of Investigation, and the Public Officials and Employees Insurance Commission are represented by Orlando Rodriguez, Special Deputy Attorney General for the State of North Carolina, and consent to the jurisdiction of this Court for purposes of entry of this Order, and are properly before this Court.
6. That the Court has jurisdiction over the subject matter and all parties to the Agreement.
7. That Plaintiffs' undersigned counsel conferred with Plaintiffs' guardians and explained the terms of the proposed settlement.
8. That Plaintiffs have a potential claim against the State of North Carolina and/or its agencies, including the State Bureau of Investigation, for payment of a portion of the Final Judgment in this case.

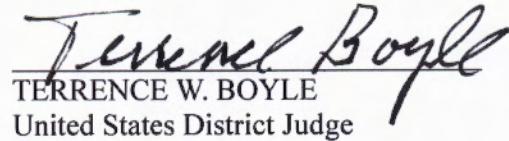
9. That the terms of the settlement, set out in full in a written settlement agreement, include the following terms:
 - a. Within ten (10) days of entry of an order approving the settlement, the State of North Carolina shall pay seven and a half million dollars (\$7,500,000) to Plaintiffs, with three million seven hundred fifty thousand dollars (\$3,750,000) to be allocated to each Plaintiff.
 - b. That Plaintiffs will, upon such payment, release the State of North Carolina and its agencies from further claims for payment of the Final Judgment.
 - c. That Plaintiffs will, after the final conclusion of all actions by Plaintiffs and the Receiver previously appointed by this Court against insurance carriers and other third parties to recover funds to satisfy the Final Judgment, release Leroy Allen and Charlotte Fox as Administrator for the Estate of Kenneth Snead from further claims against them.
10. That the settlement and release are fair and reasonable, in part because they preserve Plaintiffs ability to seek further payment of the Final Judgment from insurance carriers whose policies may cover the acts, omissions, or liabilities that Defendants Allen and Snead are legally obligated to pay.
11. That the services rendered by the attorneys for the Plaintiffs have been extensive, both before and after verdict, including but not limited to more than 550 hours before verdict and more than 120 hours since the verdict by attorney Elliot S. Abrams of Cheshire Parker Schneider, PLLC, who has taken the lead on negotiating the settlement at issue.

12. That the total attorney fee proposed to be paid from this settlement by the guardians for Henry McCollum and Leon Brown is \$400,000, representing approximately 5% of the settlement amount, to be paid to the law firm Cheshire Parker Schneider, PLLC, with the allocation of such fees between the Plaintiffs to be determined by the guardians at their discretion.
13. That payment of such attorney fee will satisfy the attorney fee award of approximately \$225,000 awarded to Cheshire Parker Schneider, PLLC following the verdict in this case.
14. That all guardians approve the attorney fee and request authority to pay it.
15. That Plaintiffs' co-counsel E. Desmond Hogan of Hogan Lovells US LLP supports such fee.
16. That the attorney fee is fair and reasonable in light of the work performed, the novelty and difficulty of the questions presented, the skill required to perform the necessary legal services, the preclusion of other employment by the lawyer due to acceptance of the case, the customary fee for similar work, the contingency of a fee, the time pressures imposed in the case, the award involved and the results obtained, the experience, reputation, and ability of the lawyer, the nature and length of the professional relationship between the lawyer and the client, and the fee awards made in similar cases.
17. That in conjunction with this settlement, and from such proceeds, Kimberly Pinchbeck as Limited Guardian and Conservator of the Estate of Henry McCollum is proposes to pay Guardian Ad Litem for Henry McCollum Raymond Tarlton of Tarlton Law PLLC the court-awarded costs of \$95,275.50 pursuant to the Judgment of Fees at Docket Entry No. 457.

NOW, UPON THE FOREGOING, IT IS HEREBY ORDERED:

The proposed settlement between Plaintiffs Henry McCollum and Leon Brown, through their guardians, is hereby APPROVED; the proposed attorney fee is hereby APPROVED; and Kimberly Pinchbeck as Limited Guardian and Conservator of the Estate of Henry McCollum and as Trustee of the Henry Lee McCollum Irrevocable Trust of 2018 is to pay Guardian Ad Litem for Henry McCollum Raymond Tarlton of Tarlton Law PLLC the court-awarded costs of \$95,275.50 pursuant to the Judgment of Fees at Docket Entry No. 457.

SO ORDERED this the 26 day of June 2024.


TERRENCE W. BOYLE
United States District Judge